

HONORABLE RICHARD A. JONES

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

NORTHWEST ADMINISTRATORS, INC.,

Plaintiff,

v.

PACIFIC DELIVERY SERVICE, INC.,

Defendant.

CASE NO. C14-635RAJ

ORDER

This matter comes before the court on Plaintiff's motion for default judgment. Dkt. # 7. The court GRANTS the motion, and directs the clerk to enter a default judgment in accordance with this order.

The court's role in considering a motion for default judgment is not ministerial. The court must accept all well-pleaded allegations of the complaint as established fact, except facts related to the amount of damages. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987). Where those facts establish a defendant's liability, the court has discretion, not an obligation, to enter a default judgment. *Aldabe v. Aldabe*, 616 F.2d 1089, 1092 (9th Cir. 1980); *Alan Neuman Productions, Inc. v. Albright*, 862 F.2d 1388, 1392 (9th Cir. 1988). The plaintiff must provide evidence to support a claim for a particular sum of damages. *TeleVideo Sys.*, 826 F.2d at 917-18; *see also* Fed. R. Civ. P. 55(b)(2)(B). Where the plaintiff cannot prove that the sum he seeks is "a liquidated sum or capable of mathematical calculation," the court must conduct a hearing or otherwise

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1 ensure that the damage award is appropriate. *Davis v. Fendler*, 650 F.2d 1154, 1161 (9th
2 Cir. 1981).

3 Plaintiff has established that Defendant withdrew from a pension fund that it
4 administers and that Plaintiff assessed Defendant's liability for withdrawal at
5 \$239,452.54. Ditter Decl. (Dkt. # 8), ¶ 12 & Ex. D. Plaintiff has established that it
6 complied with the terms of the governing contract as to notifying Defendant of its
7 withdrawal liability, and that because Defendant did not make payments in accordance
8 with Plaintiff's demand, Plaintiff has the right to declare the entire balance of withdrawal
9 liability due. Ditter Decl., Ex. A (Employer Withdrawal Liability Rules and Procedures
10 at § 16(c)(5). Plaintiff has also established that the unpaid withdrawal liability is a
11 delinquent "Employer Contribution" within the meaning of the trust agreement, and that
12 Plaintiff is therefore entitled to liquidated damages of 20% of the withdrawal liability, or
13 \$47,890.51 in this case. *Id.* (Trust Agr. Part I, § 9 (defining "Employer Contributions"),
14 Part IV, § 3(b)(2) (providing liquidated damages for delinquent contributions). By virtue
15 of the same agreement, Plaintiff is entitled to \$557.75 in interest accrued through June
16 15, 2014, and is entitled to interest on the withdrawal liability only at a rate of 3.25% per
17 year thereafter.

18 Plaintiff has established entitlement to attorney fees of \$1,873.50 and costs of
19 \$469. Although Plaintiff's evidence of attorney fees includes the hourly fees of non-
20 attorneys, Plaintiff has established that its counsel does not incorporate non-attorney
21 work into its hourly rate, and has established that counsel actually bills Plaintiff for the
22 work of non-attorneys. In accordance with *Trustees of the Const. Indus. & Laborers*
23 *Health & Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1256-57 (9th Cir. 2006), the
24 court awards the hourly fees of both Plaintiff's counsel and counsel's hourly-billing
25 support staff.

1 The court directs the clerk to enter default judgment for Plaintiff in accordance
2 with this order.

3 DATED this 14th day of July, 2014.

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7 The Honorable Richard A. Jones
8 United States District Court Judge
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